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SC PUBLIC SERVICE COMMISSION

20 July 2004 S.A.5

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

IN THE MATTER OF

THE APPLICATION OF  
TENNESSEE TELEPHONE SERVICE, LLC )  
D/B/A FREEDOM COMMUNICATIONS USA, LLC )  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO PROVIDE LOCAL )  
EXCHANGE TELECOMMUNICATIONS SERVICES )  
IN SOUTH CAROLINA AND FOR FLEXIBLE )  
REGULATION )

Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC (hereinafter "Applicant"), respectfully requests that Public Service Commission of South Carolina ("Commission") grant Applicant authority pursuant to S.C. Code Annotated Section 58-9-520 and 26 S.C. Reg. 103-834 of the Commission's Regulations to provide resold and facilities-based local exchange telecommunications services in South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

**Identification of the Applicant**

1. Applicant maintains its headquarters at 201 Skyline Drive, Dickson, TN 37055. Applicant is organized under the laws of the State of Tennessee. A copy of the Company's Articles of Organization is attached hereto as **Exhibit A**. Applicant has the authority to transact business within the State of South Carolina as a foreign limited liability company. A copy of the qualifying document is set forth in **Exhibit B** attached hereto.

2. Correspondence regarding this Application should be directed to:

Bonnie Shealy, Esquire  
 Robinson, McFadden & Moore, P.C.  
 P.O. Box 944  
 Columbia, SC 29202  
 Telephone: (803) 779-8900  
 Facsimile: (803) 252-0724  
 bshealy@robinsonlaw.com

With copy to:

Patrick D. Crocker  
 Early, Lennon, Peters & Crocker, P.C.  
 900 Comerica Building  
 Kalamazoo, Michigan 49007-4752  
 (269) 381-8844

### **Description of Applicant**

3. Applicant seeks authority to provide resold and facilities-based local exchange services throughout South Carolina to the extent authorized by the Commission and under the Telecommunications Act of 1996. Service offerings may include basic as well as non-basic services.

Service will be provided twenty-four hours a day, seven days a week. The Applicant's services will be offered to business and residential customers.

4. Applicant does not intend to provide 900 or 700 services.

5. Applicant owns no transmission facilities. Applicant will offer service to its subscribers using facilities of the communications networks of other facilities-based carriers and the local exchange telephone companies ("LECs").

6. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate as a reseller and facilities-based provider using the unbundled network element platform.

7. Applicant will abide by all rules governing telecommunications resellers which the

Commission has promulgated or may promulgate in the future, unless application of such rules is specifically waived by the Commission.

### **Proposed Services**

8. Applicant provides telecommunications services to primarily small and medium volume business and residential users. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend which meets the individualized needs of such customers.

9. Applicant intends to engage in “switchless” resale and UNE-P services. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant’s network providers.

10. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant’s services in a professional manner, and to fairly and accurately portray Applicant’s services and the charges for them.

### **Description and Fitness of Applicant**

11. Applicant’s officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant’s management personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. In support of Applicant’s managerial and technical ability to provide the services for which authority is sought herein Applicant submits a description of the background and experience of its current management team as **Exhibit C**. Applicant has access to the capital and resources necessary to establish its capability to provide the services for which

authority is requested herein. Applicant attaches recent financial statements as **Exhibit D**.

### **Public Interest Considerations**

12. Applicant's entry into the South Carolina marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available. Namely, Applicant's offering ultimately will enable small and medium businesses in South Carolina to obtain services at rates which previously were available only to larger businesses.

13. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Carolina marketplace will benefit the public indirectly by increasing the competitive pressure felt by existing carriers and spurring them to lower costs and improve services in response.

14. A decision by the Commission granting the Applicant authority to provide local telecommunications services described herein is in the public interest. Permitting the Applicant to provide services described in this Application will expand service options and increase competition in South Carolina without any adverse impact on the Commission's goals of universal service and affordable local service for individual customers. Approval will promote consumer choice by expanding the availability of innovative, high quality, reliable and competitively-priced telecommunications services. Approval is also likely to cause other local telecommunications providers to improve their existing services, become more efficient and introduce service innovations of their own.

### **Requested Regulatory Treatment**

15. In Docket Number 97-467-C, Order No. 98-165, the Commission approved flexible regulation for NewSouth Communications, LLC. This form of regulation included a rate structure, which incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above-mentioned docket. Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

### **Illustrative Tariff**

16. Applicant intends to provide service in South Carolina pursuant to the terms and conditions outlined in the illustrative tariff, which is attached for information as **Exhibit E**. Pursuant to the requirements set forth in S.C. Code Ann. 58-9-280(B)(5), that tariff includes a price list in connection with the local exchange and exchange access services to be provided by the Applicant. Upon execution of the necessary interconnection agreements, the Applicant will file an amended price list that includes specific rates for the services to be offered by the Applicant in South Carolina.

### Waivers

17. Applicant requests that the Commission grant it the following waivers:
  - A. Applicant requests waiver of 26 S.C. Reg. 103-610, Location of Records and Reports. Applicant does not anticipate maintaining offices or personnel in the State of South Carolina. In the absence of such a waiver, Applicant would be compelled to assume added expense to maintain records and reports in South Carolina. Applicant avers that records and reports will be maintained at its headquarters office and will be made available to the Commission upon request, at no charge. The Commission will not be inconvenienced, and the public will not be exposed to any risk through the grant of this waiver request. Applicant understands that similar requests for waiver of R.103-610 are routinely granted by the Commission.
  - B. Applicant requests a waiver of the Commission's requirement under 26 S.C. Regs. 103-631 that it be required to publish a local exchange directory. Applicant will make arrangements with the incumbent local exchange carriers ("LECs") whereby the names of its customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Applicant's customer service number. These directories will be distributed to Applicant's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs, since there would be only one directory containing a universal listing of customer information. It would be an unnecessary burden on Applicant to require that it publish and distribute its own directory to all customers located within each exchange area. It is more efficient for Applicant to include its limited customer list in the existing directories of the incumbent LECs.
  - C. Applicant also requests a waiver of any Commission policy that would require it to maintain its books under the Uniform System of Accounts ("USOA") method. The

company currently uses Generally Accepted Accounting Principals ("GAAP") to maintain its books. Therefore, it would create a hardship to maintain a separate accounting system.

### Conclusion

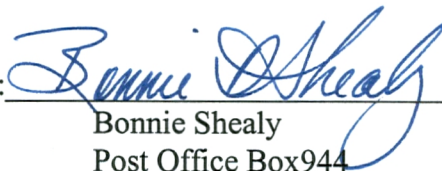
A decision by the Commission to grant the Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Carolina.

WHEREFORE, Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC, respectfully requests that this Commission grant it authority to transact the business of a reseller and facilities-based provider of local exchange services within the State of South Carolina and that its request for flexible regulatory treatment be approved.

Dated this 27 day of \_\_\_\_\_ July \_\_\_\_\_, 2004.

Robinson, McFadden & Moore, P.C.

By: \_\_\_\_\_




Bonnie Shealy  
Post Office Box 944  
Columbia, South Carolina 29202  
Telephone: (803) 779-8900  
Facsimile: (803) 252-0724

Attorneys for Tennessee Telephone Service, LLC

## **EXHIBIT A**

### **Articles of Organization**



<div style="text-align: center;"> <b>State of Tennessee</b> <b>Department of State</b> <b>Corporation Section</b> 15th Floor, James K. Polk Building Nashville, TN 37243-0306</div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">RECORDED 10-10-07</div> <b>ARTICLES OF ORGANIZATION</b> <b>(LIMITED LIABILITY COMPANY)</b> NOTED - 8 APR 10 14
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 For Office Use Only  FILED || The undersigned acting as organizer(s) of a Limited Liability Company under the provisions of the Tennessee Limited Liability Company Act, § 48-205-101, adopts the following Articles of Organization. | | |
1. The name of the Limited Liability Company is: Tennessee Telephone Service, LLC  (NOTE: Pursuant to the provisions of § 48-207-101, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")		
2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:  Bart W. Howard (Name) 201 Skyline Drive Dickson TN 37055 (Street Address) (City) (State/Zip Code) Dickson (County)		
3. List the name and complete address of each organizer of this Limited Liability Company.  Bart Howard 201 Skyline Drive Dickson, TN 37055 (Name) (Include: Street Address, City, State and Zip Code) Janet Howard 201 Skyline Drive Dickson, TN 37055 (Name) (Street Address, City, State and Zip Code)  (Name) (Street Address, City, State and Zip Code)		
4. The Limited Liability Company will be: ( NOTE: PLEASE MARK APPLICABLE BOX )  ☐ Board Managed      ☒ Member Managed		
5. Number of members at the date of filing 2		
6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: Date \_\_\_\_\_, Time \_\_\_\_\_ (Not to exceed 90 days.)		
7. The complete address of the Limited Liability Company's principal executive office is: 201 Skyline Drive Dickson, TN 37055 (Street Address) (City) (State/Country/Zip Code)		
8. Period of Duration: Perpetual		
9. Other Provisions:		
2/4/2000 Signature Date  \_\_\_\_\_ Signer's Capacity  Bart W. Howard Signature (manager or member authorized to sign by the Limited Liability Company)  BART W. HOWARD Name (typed or printed)		

## **EXHIBIT B**

### **Certificate of Authority to Transact Business**

# *The State of South Carolina*



## *Office of Secretary of State Mark Hammond* **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

TENNESSEE TELEPHONE SERVICE, LLC, A Limited Liability Company duly organized under the laws of the State of TENNESSEE, and issued a certificate of authority to transact business in South Carolina on May 17th, 2004, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of  
the State of South Carolina this 17th day of  
May, 2004.

A handwritten signature in black ink that reads "Mark Hammond".

Mark Hammond, Secretary of State

**FILED**

MAY 17 2004

*Mark Hammond*  
SECRETARY OF STATESTATE OF SOUTH CAROLINA  
SECRETARY OF STATE**FILED**

MAY 17 2004

*Mark Hammond*  
SECRETARY OF STATEAPPLICATION FOR A CERTIFICATE OF AUTHORITY  
BY A FOREIGN LIMITED LIABILITY COMPANY  
TO TRANSACT BUSINESS IN SOUTH CAROLINATYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is TENNESSEE TELEPHONE SERVICE, LLC

2. The name of the State or Country under whose law the company is organized is Tennessee

3. The street address of the Limited Liability Company's principal office is

201 Skyline Drive

Street Address

Dickson,  
CityTN  
State37055  
Zip Code

4. The address of the Limited Liability Company's current designated office in South Carolina is

5 Exchange Street

Street Address

Charleston,  
CitySC  
State29401  
Zip Code

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is

5 Exchange Street

Street Address

Charleston,  
CitySC  
State29401  
Zip Code

and the name of the Limited Liability Company's agent for service of process at the address is

B. Allston Moore, Jr.

Name

Signature

6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified \_\_\_\_\_

**TENNESSEE TELEPHONE SERVICE, LLC**  
 Name of Limited Liability Company

7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Bart W. Howard Name  
201 Skyline Drive Business Address  
Dickson, TN 37055  
 City State Zip Code

b. \_\_\_\_\_ Name  
 \_\_\_\_\_ Business Address  
 \_\_\_\_\_ City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date

4/1/2004

Signature

MTH T. d

Name

MATTHEW T. DAVIS

Capacity

CEO

**FILING INSTRUCTIONS**

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.  
  
 Return to: Secretary of State  
 P.O. Box 11350  
 Columbia, SC 29211
5. The first annual report for limited liability company must be delivered to the Secretary of State between January first and April first of the calendar year after which the limited liability company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State no later than three and one-half months after the end of the limited liability company's taxable year.



**Tennessee Telephone Service**

P.O. Box 1995  
Dickson, Tennessee 37056-1995  
201 Skyline Drive  
Dickson, Tennessee 37055

Customer Service Local Voice: 615-446-2010  
Customer Service Toll Free Voice: 1-888-252-9906  
Customer Service Local Fax: 615-446-9207  
Customer Service Toll Free Fax: 1-888-252-9518  
E-Mail: TNTEL@bellsouth.net

**FILED**

2004 MAY 25 AM 8:56

JULIE J. ARMS, CLERK OF COURT

BY \_\_\_\_\_

Charleston County Clerk  
100 Broad Street  
Charleston, SC 29401

To Whom It May Concern:

The above company, TENNESSEE TELEPHONE SERVICE, LLC, wishes to do business under the fictitious name FREEDOM COMMUNICATIONS USA, LLC. A \$3.00 check is enclosed to cover cost.

Sincerely,

Matthew T. Davis  
CEO

## **EXHIBIT C**

### **Management Resumes**

### Management

**Bart Howard- Owner/President.** Mr. Howard has over 30 years experience starting, owning, and operating businesses primarily in the credit and collection business. Notably, Bart started National Check Network, Inc. in 1994 with nine other investors, which is currently the 5<sup>th</sup> largest check verification company in the nation and subsequently sold his shares in the company in 2001 to Electronic Clearing House (ECHO-NASDAQ). Mr. Howard founded Tennessee Telephone Service in 1998.

**Matt Davis- CEO.** Mr. Davis has over ten years experience in the financial services industry during which time he served as an officer with PFIC Securities Corporation. PFIC was purchased during Mr. Davis's tenure and is now Union Planters Financial Services. In May of 2000, Mr. Davis started EruComp, Inc. which hosts a web-based subscription service that gives 3<sup>rd</sup> thru 8<sup>th</sup> grade students practice for the year-end tests federally mandated by the No Child Left Behind Act. Mr. Davis received his B.A. in Finance from the University of Notre Dame.

**Janice Cauthern- COO.** Ms. Cauthern is a telecommunications veteran, having spent over twenty-five years in the industry. Twenty-two of those years were spent with BellSouth where Ms. Cauthern's responsibilities included customer service, directory assistance, and training. Ms. Cauthern received numerous customer service awards during her time with BellSouth and extensive certification in different operational areas.



## **EXHIBIT D**

### **Financial Statements**

10:26 AM  
02/03/04  
Accrual Basis

**TTS**  
**Balance Sheet**  
As of December 31, 2003

	<u>Dec 31, 03</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Agent Account/Union Planters	3,531.34
Bank of Dickson	1,095.42
First Farmers & Merchants	111.25
First Federal Bank	16,380.39
First National Bank, Pulaski	482.17
Petty Cash	271.16
Total Checking/Savings	21,871.73
Accounts Receivable	
A/R Customer	76,099.32
Total Accounts Receivable	76,099.32
Other Current Assets	
Long Distance Deposit	2,319.23
Total Other Current Assets	2,319.23
Total Current Assets	100,290.28
Fixed Assets	
Automobile (95 Buick)	9,936.95
Equipment	2,515.89
Total Fixed Assets	12,452.84
<b>TOTAL ASSETS</b>	<u><u>112,743.12</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	30,396.95
Total Other Current Liabilities	30,396.95
Total Current Liabilities	30,396.95
Total Liabilities	30,396.95
Equity	
Contributed Capital	254,467.00
Opening Bal Equity	-4,022.85
Retained Earnings	-110,368.82
Net Income	-57,729.16
Total Equity	82,346.17
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>112,743.12</u></u>

10:26 AM  
02/03/04  
Accrual Basis

**TTS**  
**Profit & Loss**  
January through December 2003

	Jan - Dec 03
<b>Income</b>	
Activation	59,316.86
Basic Serv w/Extended Area	9,649.06
Basic Service	405,933.98
Call Forwarding	270.17
Call Return	1,425.32
Call Tracing	14.99
Call Waiting	14,273.08
Caller ID	25,839.34
Convenience Charge	702.00
Directory Assistance	604.50
Freedom Standard Service	41,413.30
Inside Wiring	473.19
Internet Svc.	194.56
Late Fee	46,267.98
Line Fees	91,525.05
Long Distance	1,113.20
Other Income	1.82
Repeat Dialing	18.28
Sales Tax Collected	71,369.63
Speed Dial	15.00
Three Way Calling	525.47
Unpublished Number	1,905.00
Voice Mail	44.06
<b>Total Income</b>	<b>772,895.84</b>
<b>Cost of Goods Sold</b>	
Activation COG	55,061.53
Basic Serv w/Extended Area COG	18,327.15
Basic Service COG	127,954.35
Call Forwarding COG	245.58
Call Return COG	1,812.64
Call Waiting COG	18,848.39
Caller ID COG	21,419.41
Inside Wiring COG	1,153.92
Internet COG	59.85
Line Fee COG	83,055.89
Long Distance COG	31,707.75
Memory Call COG	645.74
Sales Tax Payable	60,206.12
Speed Dial COG	71.85
Three Way Calling COG	502.28
Unpublished Number COG	1,405.80
<b>Total COGS</b>	<b>422,478.25</b>
<b>Gross Profit</b>	<b>350,417.59</b>
<b>Expense</b>	
Advertising	
Freedom	54,949.25
Advertising - Other	13,961.49
<b>Total Advertising</b>	<b>68,910.74</b>
Agent Commission	62,766.49
Bad Debts	83,839.24
Bank Charges	99.00
Bank Service Charges	3,199.54
Bellsouth Diskette Analyzer	315.00
Computer Services	5,653.30
Contests	100.00
Direct Deposit Fees	51.00
Donations	100.00
Dues & Subscriptions	1,538.00
Employment Education	320.00
Gifts	43.90

10:26 AM  
02/03/04  
Accrual Basis

**TTS**  
**Profit & Loss**  
January through December 2003

	<u>Jan - Dec 03</u>
Insurance	
Automobile	-286.40
Health	6,570.04
Insurance - Other	250.00
	<hr/>
Total Insurance	6,533.64
Internet Service	577.50
Meals & Entertainment	199.68
Office Maintenance	392.28
Office Supplies	2,301.09
Payroll	92,818.33
Payroll Bonus	584.34
Payroll Taxes	7,856.88
Postage	6,357.60
Professional Services	
Freedom	39,591.58
Professional Services - Other	300.00
	<hr/>
Total Professional Services	39,891.58
Rent	4,800.00
Supplies	
Freedom	2,886.78
Supplies - Other	5,255.78
	<hr/>
Total Supplies	8,142.56
Taxes & License	4,286.43
Telephone	5,997.43
Unknown Deposit	471.20
	<hr/>
Total Expense	408,146.75
	<hr/>
Net Income	-57,729.16
	<hr/>

## **EXHIBIT E**

### **Local Exchange Tariff**

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**Local Exchange Services**

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**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF SOUTH CAROLINA**

This tariff contains the description, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC, within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's place of business.

---

Issued:

Issued by: Matt Davis, CEO  
Tennessee Telephone Service, LLC  
d/b/a Freedom Communications USA, LLC  
201 Skyline Drive  
Dickson, TN 37055

Effective:

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**Local Exchange Services**

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**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

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Issued:

Issued by: Matt Davis, CEO  
Tennessee Telephone Service, LLC  
d/b/a Freedom Communications USA, LLC  
201 Skyline Drive  
Dickson, TN 37055

Effective:

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**Local Exchange Services**

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Issued:

Issued by: Matt Davis, CEO  
Tennessee Telephone Service, LLC  
d/b/a Freedom Communications USA, LLC  
201 Skyline Drive  
Dickson, TN 37055

Effective:



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**Local Exchange Services**

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**SYMBOLS**

The following symbols shall be used in this tariff for the purposes indicated below:

D	-	Deleted or discontinued material
I	-	Change resulting in a rate increase
M	-	Moved from another tariff location
N	-	New material
R	-	Change resulting in a rate reduction
T	-	Change in text only, no change in rate

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Issued:

Issued by: Matt Davis, CEO  
Tennessee Telephone Service, LLC  
d/b/a Freedom Communications USA, LLC  
201 Skyline Drive  
Dickson, TN 37055

Effective:

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**Local Exchange Services**

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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4<sup>th</sup> Revised Page 4 cancels 3<sup>rd</sup> Revised Page 4.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,  
2.  
2.1  
2.1.1  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)
- D. Check Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

---

Issued:

Issued by: Matt Davis, CEO  
Tennessee Telephone Service, LLC  
d/b/a Freedom Communications USA, LLC  
201 Skyline Drive  
Dickson, TN 37055

Effective:

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**Local Exchange Services**

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of local exchange service by Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC, within the State of South Carolina and subject to the jurisdiction of the South Carolina Public Service Commission.

---

Issued:

Issued by: Matt Davis, CEO  
Tennessee Telephone Service, LLC  
d/b/a Freedom Communications USA, LLC  
201 Skyline Drive  
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**Local Exchange Services**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a switching center or point of presence.

**Advance Payment / Prepayment** – Payment of all or part of a charge required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC unless otherwise specified or clearly indicated by the context.

**Commission** - South Carolina Public Service Commission

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**End User** – Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for the payment unless the charges for the services utilized are accepted and paid by another customer.

**Exchange Access Line** - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Extended Calling Area** – the area outside the basic calling area. Calls to this area result in additional charges per call.

**Holidays** - The Company's holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**ILEC** - The incumbent Local Exchange Carrier

**Individual Case Basis** - A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer's situation.

**LATA** – A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 32-0192 for the provision and administration of communications services.

**Local Calling** – A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Exchange Company (LEC)** – A company that furnishes exchange telephone service.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Non-Recurring Charges** – The one-time initial charges for services or facilities, including but not limited to charges for construction, installation or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Person-to-Person Calling** - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. These calls may not be dialed.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Premises** - All space in the same building occupied by a customer and all space occupied by the same customer in different buildings on continuous property.

**Recurring Charges** – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Residential Service** – Residential Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate or international services.

**Service Commencement Date** – The first day following the date on which the Company notified the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to the standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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**Local Exchange Services**

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Service Order** – The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Station-to-Station Calling** - a service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator-station calls. These calls may not be dialed. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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**Local Exchange Services**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company is responsible only for the services provided under this tariff, and it assumes no responsibility for any service or facilities provided by any other entity.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.

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**Local Exchange Services**

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**SECTION 2 - RULES AND REGULATIONS, CONT**

**2.2 Limitations, cont.**

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company**

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.4 Liabilities of Company, cont.**

- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The company shall not be liable for, and shall be fully indemnified and held or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, CONT**

**2.5 Deposits**

The Company does not collect customer deposits.

**2.6 Advance Payments**

The Company offers prepaid local exchange service, and therefore, all payments for service are made in advance. Customers are allowed a five ( 5 ) day grace period for payment.

**2.7 Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.8 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.9 Payment for Service**

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. (Billing inquiries may be made in writing or via telephone.) Adjustments to Customer's bills shall be made, to the extent circumstances exist, which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.10 Late Payment Charge**

Late payment charges will be assessed in accordance with 26 S.C. Reg. 103-622.2 which provides that a maximum of 1.5 % may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

**2.11 Cancellation by Customer**

Customer may cancel service by providing written or oral notice to the Company.

**2.12. Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions in accordance with Commission rules:

- 2.13.1 For non-compliance with or violation of any State, municipal, or Federal law, Ordinance or regulation pertaining to telephone service.
- 2.13.2 For use of telephone service for any other property or purpose than that described in application.
- 2.13.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.13.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.13.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.13.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

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**SECTION 2 -RULES AND REGULATIONS, CONT.**

- 2.13.7 Without notice in the event of tampering with equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's rights to challenge the termination by filing a formal complaint with the Commission.
- 2.13.8 Without notice in the event of unauthorized of fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to any an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.13.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.14 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

**2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

**2.16 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.17 Returned Check Charge**

A fee may be charged for each check returned for insufficient fund as set forth in this tariff.

**2.18. Service Implementation**

Absent a promotional offering, service implementation charges will apply to new service orders. The charge for new connect will be \$50.00 and conversion connect will be \$25.00. Orders to change existing service after initial installation will be \$35.00.

**2.19 Reconnection Charge**

The Company will charge a reconnection fee as set forth in this tariff.

**2.20 Operator Service Rules**

The Company will enforce the operator service rules specified by the Commission and by the FCC.

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**SECTION 2 - RULES AND REGULATIONS, CONT**

**2.21. Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay services for handicapped and or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

**2.22. Directory Listings**

2.22.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.

2.22.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

- 2.22.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.
- 2.22.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.22.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.22.6 Generally, the listed address is the location of the subscriber's residence.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.23 Universal Emergency Telephone Number Service**

- 2.23.1 This tariff does not provide for inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.23.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.23.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.23.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.23 Universal Emergency Telephone Number Service (continued)**

2.23.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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**Local Exchange Services**

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**SECTION 3 -DESCRIPTION OF SERVICE**

**3.1 Local Service Areas**

The Company will provide local exchange service throughout the BellSouth access areas.

**3.2 Product Descriptions**

**3.2.1 Prepaid Local Exchange Service**

Installation, monthly recurring charges will apply to the Company's local exchange services and will be prepaid by the Customer.

3.2.1.1 The Company's prepaid Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

3.2.1.2 The Company's service can not be used to originate calls to caller-paid information services such as 900, 976 numbers, or directory assistance services. The Customer will not be able to receive collect calls.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.2 Product Descriptions, cont.**

3.2.1.3 Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.2.1.4 Standard Features: Each Local Line customer is provided with the following standard features:

Touch Tone  
Direct Inward Dialing  
Direct Outward Dialing

3.2.1.5 Optional Features: A Customer may order optional features at the rates specified in this tariff.

3.2.1.6 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.2 Product Descriptions, cont.**

**3.2.3 Directory Listings**

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

**3.2.4 Directory Assistance**

Customers and users of the Company's services may not obtain directory assistance.

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**SECTION 4 - Rates**

**4.1 Local Services Rates**

**4.1.1 Prepaid Monthly Charges\***

Basic Freedom Basic Unlimited Local Calling:	\$19.95
Value Freedom Basic Unlimited Local Calling + 1 Feature:	\$29.95
Enhanced Freedom Basic Unlimited Local Calling + 3 Features:	\$39.95
Total Freedom Basic Unlimited Local & Long Distance:	\$49.95

- \* Monthly charges for Basic Freedom include local exchange phone service only. Should additional features be added to service after installation, a \$30.00 service order charge will be incurred by the customer in addition to the cost of the new feature. Monthly charges for Total Freedom include local exchange phone service along with unlimited long distance and calling features including Call Waiting, Caller ID, Voice Mail, 3-Way Calling, and Speed Dialing.

**4.1.2 Optional Features Offered:**

> Caller ID	\$10.00 per line
> Call Waiting	\$ 5.00 per line
> 3-Way Calling	\$ 5.00 per line
> Call Forwarding	\$ 5.00 per line
> Call Return	\$ 8.00 per line
> Non-Published Number	\$ 5.00 per line
> Speed Dialing	\$ 5.00 per line
> Inside Wiring Maintenance	\$ 4.99 per line
> Long Distance	
60 minutes	\$ 5.00
150 minutes	\$10.00
230 minutes	\$15.00
320 minutes	\$20.00

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**Local Exchange Services**

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**SECTION 4 - RATES, CONT.**

**4.2 Returned Check Charge**

\$29.00 per check

**4.3 Reconnection Charge**

\$35.00 per occurrence

**4.4 Convenience Fee**

\$6.00 per check or credit card payment called in to the office after installation of service.

**4.5 Activation Fee**

All Packages

New Connect           \$25.00

Conversion             \$50.00

**4.6 Transfer Service Charge**

\$39.95 per occurrence

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**Local Exchange Services**

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**SECTION 5 - SPECIAL SERVICE ARRANGEMENTS**

**5.1 Individual Case Basis Arrangements**

Arrangements will not be developed on a case-by-case basis. The Company's rates that are listed in this tariff will not be changed for any Customer for any reason.

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